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4 BILL NO. S-77-01-29

5 SPECIAL ORDINANCE NO. S- 32-77

6 AN ORDINANCE approving a contract
7 with L. W. Dailey, Inc., for
8 Resolution No. 5748-76.

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
10 WAYNE, INDIANA:

11 SECTION 1. That the contract dated January 10, 1977,
12 between the City of Fort Wayne, by and through its Mayor and the
13 Board of Public Works and L. W. Dailey, Inc., for :

14 Resolution No. 5748-76: Northwest Central
15 Neighborhood Impact Area: sidewalks, curbs
16 and street lighting on Fifth St., Fourth St.,
and Third St. from the alley west of Wells
St. to Barthold St. and on Barthold St. from
Third St. to Spring St.,

17 for a total cost of \$49,656.80, all as more particularly set forth
18 in said contract which is on file in the Office of the Board of
19 Public Works and is by reference incorporated herein, made a part
20 hereof and is hereby in all things ratified, confirmed and
21 approved.

22 SECTION 2. This Ordinance shall be in full force and
23 effect from and after its passage and approval by the Mayor.

24
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29 
30 Councilman

31
32 APPROVED AS TO FORM
33 AND LEGALITY.

34 
35 CITY ATTORNEY

Read the first time in full and on motion by Hunga, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____ the day of _____, 1976, at _____ o'clock P.M., E.S.T.

DATE: 1-25-77.

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Hunga, seconded by Heavies, and duly adopted, placed on its passage.

PASSED (~~POST~~) by the following vote:

| | AYES | NAYS | ABSTAINED | ABSENT | TO-WIT: |
|-------------|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| TOTAL VOTES | <u>9</u> | <u>0</u> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| BURNS | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| HINGA | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| HUNTER | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| MOSES | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| NUCKOLS | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| SCHMIDT, D. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| SCHMIDT, V. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| STIER | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TALARICO | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

DATE: 2-8-77

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (~~APPROPRIATION~~)

ORDINANCE (RESOLUTION) No. 8-32-77 on the 8th day of Feb, 1976.

ATTEST:

(SEAL)

Charles W. Westerman
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of February, 1976, at the hour of 11:05 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 10th day of February, 1976, at the hour of 8:30 o'clock a M., E.S.T.

Robert Elmschong
MAYOR

Bill No. S-77-01-29

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving a contract with L. W. Dailey, Inc., for Resolution No. 5748-76

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

WILLIAM T. HINGA - CHAIRMAN

JAMES S. STIER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

PAUL M. BURNS

FREDRICK HUNTER

William T. Hinga

James S. Stier

Vivian G. Schmidt

Paul M. Burns

Fredrick Hunter

2-8-77
DATE

CHAINED

64-94-13 1/10/77
CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING _____
RATIFICATION _____

CONTRACT

This Agreement, made and entered into this 10 day of January, 1977
by and between _____

_____ L. W. DAILEY, INC. _____

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Resolution No. 5748-76: Northwest Central Neighborhood Impact Area: sidewalks, curbs and street lighting on Fifth St., Fourth St., and Third St. from the alley west of Wells St. to Barthold St. and on Barthold St. from Third St. to Spring St.

by grading and paving the roadway to a width of XXXXXXXXXX feet with XXXXXXXXXXXXXXXXXXXX
XX
upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5748-76 XXXXXXXXXXXXXXXXXXXX
and at the following price per lineal foot

At the following prices:

| | | |
|---|---|------|
| Concrete Removal | Three dollars and no cents, per square yard | 3.00 |
| Concrete Sidewalk, 4" | One dollar and twenty cents, per square foot | 1.20 |
| Concrete Sidewalk, 6" | One dollar and fifty cents, per square foot | 1.50 |
| Curbface Walk NOTE: Curbface walk includes removal of sidewalk and curb as well as the replacement | One dollar and sixty five cents, per square foot | 1.65 |
| Concrete Curb, Type III | Eight dollars and ten cents, | 8.10 |

At the following prices:

| | | |
|---|---|-------------|
| Concrete Removal | Three dollars and no cents, per square yard | 3.00 |
| Concrete Sidewalk, 4" | One dollar and twenty cents, per square foot | 1.20 |
| Concrete Sidewalk, 6" | One dollar and fifty cents, per square foot | 1.50 |
| Curbface Walk NOTE: Curbface walk includes re- moval of sidewalk and curb as well as the replacement | One dollar and sixty five cents, per square foot | 1.65 |
| Concrete Curb, Type III | Eight dollars and ten cents, per lineal foot | 8.10 |
| Asphalt for Patching Along Curb | Thirty dollars and no cents, per ton | 30.00 |
| Patching Retaining Walls | Five dollars and no cents, per square yard | 5.00 |
| Top Soil | Eight dollars and no cents, per ton | 8.00 |
| Fine Grading including Seeding and Fertilizing | One dollar and eighty cents, per square yard | 1.80 |
| Install Black Aluminum Poles, 16' | Forty dollars and no cents, each | 40.00 |
| Install 100 watt T & C Luminaire | Fifteen dollars and no cents, | 15.00 |
| Remove Wood Pole & Backfill | Seventy dollars and no cents, each | 70.00 |
| Remove Mast Arm & Fixture | Twenty-one dollars and no cents, each | 21.00 |
| Remove Street Lighting Conductor | Twelve dollars and sixty cents, per span | 12.60 |
| Adapter for F.W. Standard Install | Ten dollars and fifty cents, each | 10.50 |
| Push or Bore Steel Conduit | Four dollars and twenty-five cents, per lineal foot | 4.25 |
| Push or Bore PVC Conduit | One dollar and sixty cents, per lineal foot | 1.60 |
| Install PVC Conduit in Trench | One dollar and sixty cents, per lineal foot | 1.60 |
| Trenching | No dollars and seventy-three cents, per lineal foot | .73 |
| Install 2/c #4 Wire in Trench | No dollars and thirty-two cents, per lineal foot | .32 |
| Install 10' Riser Section | Thirty dollars and no cents, each | 30.00 |
| TOTAL BID | Forty-nine thousand, six hundred fifty- six dollars and eighty cents | \$49,656.80 |

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5748-76 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before July 31, 1977 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____

day of _____, 19____

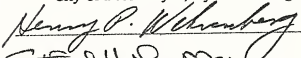
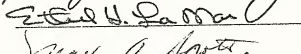
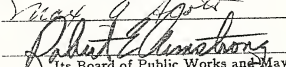
L. W. BAILEY, INC.

BY: 

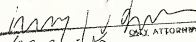
ITS: 

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:




Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY


CITY ATTORNEY

GUARANTY BOND

Know All Men by These Presents, That we _____

-----L. W. DAILEY, INC.----- Contractors

as principal, and -----

ST. PAUL FIRE AND MARINE INSURANCE CO. OF ST. PAUL, MINNESOTA ----- as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Forty-Nine Thousand,
Six Hundred Fifty-Six Dollars and Eighty Cents -----

----- (\$49,656.80)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said -----

-----L. W. DAILEY, INC.-----

did on the ----- day of -----

-----, enter into a contract with the City of Fort Wayne to construct a

----- Pavement

Central
~~Resolution No. 5748-76: Northwest Street from~~ Neighborhood Impact Area: side-

walks, curbs and street lighting on Fifth St., Fourth St., and Third St. from the

alley west of Wells St. to Barthold St. and on Barthold St. from Third St. to

Spring St.

----- according to certain plans and specifications, and

also warranting and guaranteeing the work/ for a period of three years

in aforesaid contract and specifications. Now if the said -----

-----L. W. DAILEY, INC.----- shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 3 day of January, 1977

YASTE, ZENT & RYE, INC.
Authorized Agents

BY: [Signature]
YASTE, ZENT & RYE, INC.

Approved this 10 day of January, 1977

[Signature]
[Signature]

[Signature]
Board of Public Works.

L. W. DAILEY, INC. (SEAL)

BY: [Signature] (SEAL)

ST. PAUL FIRE & MARINE INSURANCE CO.

ITS: [Signature] (SEAL)

Attorney-in-fact

LIABILITY BOND

Know All Men by These Presents, That we _____

-----L. W. DAILEY, INC.-----

as principal, and ST. PAUL FIRE AND MARINE INSURANCE COMPANY OF ST. PAUL, MINNESOTA

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of _____

FORTY-NINE THOUSAND, SIX HUNDRED FIFTY-SIX DOLLARS AND EIGHTY CENTS-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

----- (\$ 49,656.80)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the _____

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 3 day of January, 1977

YASTE, ZENT & RYE, INC.
Authorized Agents

BY: [Signature]
YASTE, ZENT & RYE, INC.

L. W. DAILEY, INC. (SEAL)

BY: [Signature] (SEAL)
ST. PAUL FIRE & MARINE INSURANCE CO.

ITS: [Signature] (SEAL)

Attorney-in-fact (SEAL)

Approved this 10 day of January, 1977

[Signature]

[Signature]

[Signature]

Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

DECEMBER 27, 1976

ST. PAUL FIRE AND MARINE INSURANCE COMPANY
ST. PAUL, MINNESOTA

(A Capital Stock Company)

Airdeth and Surety
Department

CERTIFIED COPY OF POWER OF ATTORNEY

Original on File at Home Office of Company. See Certification.

KNOW ALL MEN BY THESE PRESENTS: That the St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Saint Paul, Minnesota, does hereby constitute and appoint

Arthur C. Frericks, Gerald A. Dahle, Donald T. Belbutowski, C. H. Yaste, Fred S. Rye,
Leonard Shirley, Josephine E. Stackhouse, Lane I. Ross, David J. Steffen, Helen F. Pyles,

individually, Ft. Wayne, Indiana

its true and lawful attorneys-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V, Section 6(C), of the By-Laws adopted by the Board of Directors of the ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C).

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
- (2) To appoint Special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
- (3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, the St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 5th day of January A. D. 1976
ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF MINNESOTA } ss.
County of Ramsey

[Signature]
Vice President.

On this 5th day of January 1976, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Saint Paul, Minnesota, the day and year first above written.

V.C. INNES
Notary Public, Ramsey County, Minn.
My Commission Expires April 27, 1983

CERTIFICATION

I, the undersigned officer of the St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney,* with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 3 day of January 19 77

[Signature]
Secretary.

*Unlimited as to character and amount.

TITLE OF ORDINANCE SPECIAL ORDINANCE - Contract of L. W. Dailey, Inc. - Res. 5748-1976DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS*S-77-01-29.*SYNOPSIS OF ORDINANCE Contract with L. W. Dailey, Inc. in amount of \$49,656.80provides for repair of sidewalks and curbs and street light installation onThird, Fourth and Fifth Streets from the alley west of Wells Street to BartholdStreet and on Barthold Street from Third Street to Spring Street - known asNorthwest Central Neighborhood Impact Area.This was the low of seven bids received.Community Development & Planning will pay all construction costs plus materials.for lighting, engineering and inspection.(SEE ATTACHED TABULATION)EFFECT OF PASSAGE Improvements at no cost to property ownersEFFECT OF NON-PASSAGE Inability to make improvementsMONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Cost to Community Development
& Planning on construction - \$49,656.80ASSIGNED TO COMMITTEE *Change*